

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WATERFORD CRYSTAL LIMITED		03/26/2009	COMPANY: IRELAND
WATERFORD WEDGWOOD PLC		03/26/2009	COMPANY: IRELAND

RECEIVING PARTY DATA

Name:	WWRD IRELAND IPCO LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2632666	CLARENDON
Registration Number:	2007779	HANOVER
Registration Number:	2256069	IMPRINT
Registration Number:	2341821	INCLINE
Registration Number:	2216704	
Registration Number:	2114362	MARQUIS
Registration Number:	1949844	MARQUIS
Registration Number:	2355876	MARQUIS BY WATERFORD
Registration Number:	2860652	MARQUIS BY WATERFORD
Registration Number:	2608643	SUMMER BREEZE
Registration Number:	2616536	WESTHAMPTON

CORRESPONDENCE DATA

900130415

**TRADEMARK
 REEL: 003960 FRAME: 0541**

CH \$290.00 2632666

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)446-4800
Email: hsmith@kirkland.com
Correspondent Name: Hayley M. Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	W CRYSTAL-WW IRE TM (HS)
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//hayley m. smith//
Date:	03/27/2009

Total Attachments: 6

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Dated: 26 March 2009

WATERFORD CRYSTAL LIMITED

(in receivership)

and

WATERFORD WEDGWOOD PLC

(in receivership)

and

DAVID CARSON

(as receiver of the Assignors)

and

WWRD IRELAND IPCO LLC

**REGISTERED TRADE MARK DEED OF ASSIGNMENT
(USA)**

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref: D. Schubauer/L-163565

K&E 14364219.1

**TRADEMARK
REEL: 003960 FRAME: 0543**

This Deed of Assignment is made on 26 March 2009 between:

- (1) **Waterford Crystal Limited (in receivership)**, a company incorporated in Ireland with registration number 78088, whose registered office is at Kilbarry, Waterford, Ireland (the "Proprietor");
- (2) **Waterford Wedgwood Plc (in receivership)**, a company incorporated in Ireland with registration number 11861, whose registered office is at Kilbarry, Waterford, Ireland (the "Beneficiary");
- (3) **David Carson** of Deloitte & Touche (the "Receiver"); and
- (4) **WWRD Ireland IPCo LLC**, a limited liability company incorporated under the laws of the State of Delaware, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA (the "Assignee").

Whereas:

- (A) The Proprietor is the registered owner of the Trade Marks (as defined below).
- (B) The Beneficiary is the beneficial owner of the Trade Marks.
- (C) The Assignors (as defined below) have agreed to assign to the Assignee all of their rights, title and interest in and to the Trade Marks upon the terms set out in this Deed.

It is agreed as follows:

1 Definitions

In this Deed, "**Trade Marks**" means the registered trade marks listed in the Schedule to this Deed, together with the goodwill represented by and associated with the Trade Marks (but no other goodwill) and "**Assignors**" means the Proprietor and the Beneficiary.

2 Assignment

The Assignors hereby assign to the Assignee such rights, title and interest as the Assignors have in and to the Trade Marks, including without limitation:

- 2.1** all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2** the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks,

in each case as the Assignors have in or to the Trade Marks.

3 Further Assurance

The Assignors shall, at the Assignee's request and expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

4 Exclusion of Warranties

The Assignors each assign to the Assignee such rights as they may have in the Trade Marks but exclude all warranties (express and/or implied) in relation thereto.

5 Whole Agreement

This Deed contains the whole agreement between the parties relating to its subject matter at the date of this Deed.

6 Execution by the Receiver

The Receiver has entered into and signed this Deed as agent for the Assignors and neither the Receiver, the Receiver's business organisation, its members or partners or their representatives shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignors; or in respect of any failure on the part of the Assignors to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any deed, document or assurance made pursuant to this Deed.

7 Governing Law and Jurisdiction

7.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

7.2 The parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action or proceedings arising out of or in connection with this Deed may be brought in these courts.

8 Invalidity

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall, to that extent, be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

9 Counterparts

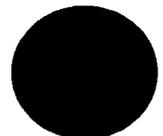
This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.

In witness whereof, this Deed has been signed as a deed and delivered on the date stated at the beginning.

SIGNED, SEALED and DELIVERED as a
DEED on behalf of **Waterford Crystal
Limited** (in receivership) acting by its
Receiver (acting as agent and without
personal liability)

}

David Carson



in the presence of:
Witness's Signature:

Cristiano Pettinelli

Name:

CRISTIANO PETTINELLI

Address:

ONE SIM STREET
ECCY BHQ

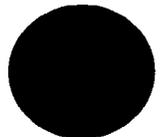
Occupation:

LAWYER

SIGNED, SEALED and DELIVERED as a
DEED on behalf of **Waterford Wedgwood
Plc** (in receivership) acting by its Receiver
(acting as agent and without personal
liability)

}

David Carson



in the presence of:
Witness's Signature:

Cristiano Pettinelli

Name:

CRISTIANO PETTINELLI

Address:

ONE SIM STREET
ECCY BHQ

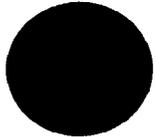
Occupation:

LAWYER

SIGNED, SEALED and DELIVERED as a
DEED by **David Carson**

}

David Carson



the Receiver, without personal liability, in the
presence of:

Witness's Signature:

Cristiano Pettinelli

Name:

CRISTIANO PETTINELLI

Address:

ONE SIM STREET
ECCY BHQ

Occupation:

LAWYER

SIGNED and DELIVERED as a **DEED** by
WWRD Ireland IPCo LLC acting by
Jay Bernstein who, in accordance
with the laws of the State of Delaware,
is an authorised representative acting
under the authority of the company

}

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of **Waterford Crystal Limited** (in receivership) acting by its Receiver (acting as agent and without personal liability)

}

in the presence of:
Witness's Signature:

Name:

Address:

Occupation:

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of **Waterford Wedgwood Plc** (in receivership) acting by its Receiver (acting as agent and without personal liability)

}

in the presence of:
Witness's Signature:

Name:

Address:

Occupation:

SIGNED, SEALED and DELIVERED as a **DEED** by **David Carson**

}

the Receiver, without personal liability, in the presence of:

Witness's Signature:

Name:

Address:

Occupation:

SIGNED and DELIVERED as a **DEED** by **WWRD Ireland IPCo LLC** acting by **Jay Bernstein** who, in accordance with the laws of the State of Delaware, is an authorised representative acting under the authority of the company

}



**Schedule
The Trade Marks**

Mark	Status	Registration Number/ Application Number	Registration Date/ Filing Date	Class
CLARENDON	Registered	2,632,666	08 Oct 2002	21
HANOVER	Registered	2007779	15 Oct 1996	21
IMPRINT	Registered	2256069	22 Jun 1999	21
INCLINE	Registered	2341821	11 Apr 2000	21
JOHN ROCHA DEVICE (Design Only)	Registered	2216704	05 Jan 1999	21
MARQUIS	Registered	2114362	18 Nov 1997	14
MARQUIS	Registered	1949844	23 Jan 1996	21
MARQUIS BY WATERFORD	Registered	2355876	06 Jun 2000	16
MARQUIS BY WATERFORD	Registered	2860652	06 Jul 2004	6, 8, 11, 14, 16, 20, 21, 34
SUMMER BREEZE	Registered	2,608,643	20 Aug 2002	21
WESTHAMPTON	Registered	2,616,536	10 Sep 2002	21